



SETTLEMENT AGREEMENTS

**09/10/
16**

OVERVIEW

- **The Basics**
- **Do's and Don'ts**
- **Language**
- **Examples of Agreements**
- **Benefits**
- **Additional Info**

THE BASICS

WHO?

Who is going to do what?

Who will make sure it gets done?

Who will do the talking?

THE BASICS

WHAT?

**What is going to be done or
accomplished?**

What happens afterward?

**From what position, grade,
series, step to what?**

What type of benefits?

At what rate of pay?

THE BASICS

WHERE?

**Where will the document(s)
be submitted?**

**Where will the person be
moved to?**

THE BASICS

WHEN?

When will it be done?

When will the move be made?

**When will someone speak to
someone?**

THE BASICS

HOW?

How will it be accomplished?

How long will it take?

How much will someone receive?

How will they be paid?

How often will the action take place?

THE BASICS

WHICH?

Which document will be removed?

Which complaint/grievance withdrawn?

In reference to which document?

THE BASICS

- **IMPORTANT** - a written agreement should ensure the parties are clear as to what has -- or has not -- been agreed to.
- **Don't be afraid to expand on intent.**
- **Ask enough questions to get a complete agreement.**

DO'S

- **Be specific**
- **Think in terms of a third party**
- **Take your time**
- **Ask for help if you need it**
- **Call experts (Personnel, JA, CCD, etc.)**
- **Evaluate the terms**

DO'S

- **Number (or letter) the paragraphs different for each separate term**

1.

a.

b.

c.

DO'S

- **Pay attention to what the parties are trying to accomplish**
- **Be aware of concerns about terms**
- **Refer the parties to where they can get info to complete the agreement**

DON'TS

- **Don't assume too much**
- **Don't be afraid to ask questions**
 - **of the ADR Staff**
 - **of the Parties**
- **Don't get in a hurry**
- **Don't let the parties frustrate you**
- **Don't forget the “Basics”**

DON'TS

- **Don't forget to use “Age” settlement agreements for “age” basis complaints.**
- **Don't allow the terms to be too broad.**

LANGUAGE

- **Use complete sentences**
- **Use language the parties and a third party will be clear about**
- **Define when necessary**
- **Utilize “IAW the Local Supplement and MLA”**
- **Utilize “IAW the Back Pay Act”**
- **If you have read it two or three times - it is probably not clear enough**

EXAMPLE OF A BAD AGREEMENT

- **The Complainant agrees to have regular meetings with the Respondent to discuss his appraisal.**
- **The Respondent will provide guidance to the Complainant concerning applying for upward mobility positions.**

EXAMPLE OF A BAD AGREEMENT

- **(Grievance Mediation) The Complainant agrees to drop his EEO complaint.**
- **The Respondent will consider the Complainant for the next available position which comes open in the section.**

EXAMPLE OF A BAD AGREEMENT

- **The Complainant agrees to conduct herself in a professional manner.**
- **The Respondent agrees to let the Complainant search for another position and will not retain her if she finds another position.**

EXAMPLE OF A GOOD AGREEMENT

- **The Agency agrees to reassign the Complainant from ABC to XYZ effective 18 Dec 00. He will retain his current GS-343-09 series. The administrative paperwork (SF 52) will be completed by 30 Dec 00.**
- **The Agency agrees that upon completion of her internship, she will be placed on a GS-301-11 in XYZ.**

EXAMPLE OF A GOOD AGREEMENT

- **The Agency agrees to give the Complainant a score of no less than a 79 and a “Superior” rating for the 2000 to 2001 rating cycle. The appraisal will be accomplished by the ABC division chief and submitted IAW the annual appraisal cycle for the 2000 to 2001 appraisal year.**

EXAMPLE OF A GOOD AGREEMENT

- **The Agency agrees to pay the Complainant a lump sum payment of \$500 (which is intended to include the cell phone bill of \$50) less taxes and appropriate deductions. This lump sum payment does not preclude management from offering the Complainant any additional award(s) relative to his 2000-2001 appraisal.**

EXAMPLE OF A GOOD AGREEMENT

- **(cont'd) The lump sum paperwork shall be submitted by the Respondent within ten (10) working days of the coordination of this agreement.**

EXAMPLE OF A GOOD AGREEMENT

- **The Agency agrees to submit a retroactive detail for the Complainant detailing him to a GS-1910-11 from 09 July 2000 through 30 October 2000. This detail shall be submitted by the ABC division chief no later than 10 working days from the coordination of this agreement.**

PROBLEM AGREEMENTS

- **Vague Terms**
- **Lack of Consideration**
- **Lack of Capacity**
- **Confidentiality**
- **Lack of Measurability**
- **Not in Compliance with MOA, Law, Regulation(s)**

PROBLEM AGREEMENTS

- “...**Agency agrees to give priority consideration...**”
- “...**Complainant agrees to follow established procedures...**”
- “...**Agency agrees to treat Complainant fairly and equitably...**”
- “...**Complainant agrees to get along with other co-workers...**”

BENEFITS

- **Monetary Relief**
 - **Compensatory Damages**
 - **Back Pay**
 - **Lump Sum**
 - **Attorney's Fees**
 - **Cash Award**
 - **Step Increase**

BENEFITS

- **Non-Monetary Relief**
 - **New Hire**
 - **Promotion**
 - **Reinstatement**
 - **Expungement**
 - **Time-Off Award**

BENEFITS

- **Non-Monetary Relief**
 - Transfer
 - Removal Rescinded
 - Voluntary Resignation
 - Action in Placed Abeyance
 - Reasonable Accommodations

BENEFITS

- **Other Non-Monetary Relief**
 - **Letter of Recommendation**
 - **Out-of-Cycle Rating**
 - **Training**
 - **Career Counseling**
 - **Detail**

ADDITIONAL INFO

- **Specify dates affected or included**
- **Specify time period involved**
- **Dates/Time periods given must be correct**
- **If a lump sum is offered, find out if the amount is before or after appropriate taxes and deductions.**
- **Make sure the receiver of the benefits knows what is going on**

SUMMARY

- **SPECIFIC AGREEMENTS HELP CUT DOWN ON COSTLY NONCOMPLIANCE ALLEGATIONS**
- **BETTER AGREEMENTS = BETTER WORKING RELATIONS**